terminate the business altogether. *Smith v. Anderson* (1880) L. R. 15 Ch. Div. 247; *Cox v. Hickman* (1860) 8 H. L. Cas. 268. Massachusetts, where the theory of the business trust has perhaps been more full developed than anywhere else, on the other hand, is prone to hold the least control by the beneficiaries, especially if they act together in a meeting, to create a partnership. Thus the power to remove and elect trustees or to amend or terminate the trust agreement by vote at a meeting is fatal to the existence of a true trust. *Frost v. Thompson* (1914) 219 Mass. 360, 106 N. E. 1009; *Dana v. Treasurer* (1917) 227 Mass. 562, 116 N. E. 941; *Howe v. Chmielinski* (1921) 237 Mass. 532, 130 N. E. 56. The power merely to consent individually to an alteration or a termination of the trust does not make the association a partnership. *Williams v. Inhabitants of Milton* (1913) 215 Mass. 1, 102 N. E. 355; *Crocker v. Malley* (1919) 249 U. S. 223, 39 Sup. Ct. 270. Other courts, adopting the same test, are less strict in imposing partnership liability on the beneficiaries. *Rhode Island Hospital Trust Co. v. Copeland* (1916) 39 R. I. 193, 98 Atl. 273; *Home Lumber Co. v. Hopkins* (1920) 107 Kan. 153, 190 Pac. 601; but see *Simson v. Klipstein* (1920, D. N. J.) 262 Fed. 823. Business trusts, however, have been held "unincorporated associations" within the terms of the Bankruptcy Act and "associations" under the Revenue Acts of 1916 and 1919. Act of Sept 8, 1916 (39 Stat. at L. 789); Act of Feb 24, 1919 (40 Stat. at L. 1057); *In re Association Trusts* (1914, D. Mass.) 222 Fed. 1022; *Malley v. Howard* (1922, C. C. A. 1st) 281 Fed. 363, reversing *Hecht v. Malley* (1921, D. *Mass.*) 276 Fed. 830; COMMENTS (1919) 28 YALE LAW JOURNAL, 690. It is submitted that the instant case reaches a correct conclusion, since the power to amend the trust agreement placed the control of the business substantially in the hands of the shareholders and made them principals.

CARRIERS—CUMMINS AMENDMENT—NON-LIABILITY OF TERMINAL CARRIER FOR DAMAGE OCCASIONED ON CONNECTING LINES.—The plaintiff made an interstate shipment routed over three connecting lines. The usual through bill of lading was issued by the initial carrier. Damage was caused by the negligence of the intermediate carrier and action was brought against the terminal carrier. *Held,* that in the absence of special contract, the terminal carrier was not liable for loss caused by a connecting carrier. *Oregon-Washington Ry. and Nav. Co. v. McGinn* (1922, U. S.) 42 Sup. Ct. 332.

The English common-law rule, which is followed in a few American jurisdictions, holds the initial carrier liable for damage occurring anywhere before the shipment reaches its destination, on the theory that the connecting carriers are its agents. *Watson v. Ambergate, Nottingham, and Boston Ry.* (1852, Q. B.) 15 Jur. 448; *Ill. Match Co. v. Chicago, R. I. and P. Ry.* (1911) 250 Ill. 396, 95 N. E. 492; *Allen and Gilbert-Ramaker Co. v. Canadian Pac. Ry.* (1906) 42 Wash. 64, 84 Pac. 620. Under the general American rule, however, a carrier is liable at common law only for loss caused by its own negligence. *Mich. Cent. Ry. v. Myrick* (1883) 107 U. S. 102; 4 *Elliott, Railroads* (3d ed. 1922) sec. 2160. The Cummins Amendment requires the initial carrier to issue a through bill of lading, and makes it responsible for all loss or damage en route. Act of March 4, 1915 (38 Stat. at L. 1196); 4 Elliott, *op cit.* sec. 2171; *Atlantic Coast Line Ry v. Riverside Mills* (1911) 219 U. S. 186, 31 Sup. Ct. 164. It has been suggested that the bill of lading required by the Amendment raises a partnership relation between the connecting roads and makes them equally liable. See *Moore v. Southern Ry.* (1922, N. C.) 111 S. E. 166 (dissenting opinion); *McGinn v. Oregon-Washington Ry. and Nav. Co.* (1920, C. C. A. 9th) 265 Fed. 81 (reversed by the instant case). The principal case indicates that the Cummins Amendment makes succeeding carriers in effect agents of the initial carrier, leaving the common-law liability of the terminal carrier unchanged. Accord,

Moore v. Southern Ry., supra; Karnofsky Bros. v. Delaware and Hudson Ry. (1922, Pa.) 117 Atl. 783. Legislation making the terminal carrier liable for damage caused anywhere en route, with remedy over against the negligent road, would be beneficial.

CARRIERS—LIMITATION OF LIABILITY—DIVERSION OF GOODS CARRIED AT OWNER'S RISK.—The plaintiff shipped goods over the defendant's railway from Llandudno to Bolton via Manchester. The goods were carried at the owner's risk under a contract which relieved the defendant "from all liability for loss, damage, misconveyance, misdelivery, delay, or detention" not due to the wilful misconduct of the defendant's servants. The plaintiff suffered damage by reason of the negligence of one of the company's employees in diverting the goods at Manchester, and sued in tort. *Held,* that the plaintiff could recover. *Neilson v. London & Northwestern Ry.* [1922, C. A.] 1 K. B. 192.

By statute English carriers may limit their common-law liability as insurers for loss or damage arising from any cause but wilful misconduct, provided they offer the consignor the lower of two rates. Railway and Canal Traffic Act (1854) 17 & 18 Vict. c. 31, sec. 7; *Gunyon v. Ry.* [1915] 2 K. B. 370. The American rule is now substantially the same. Before the Carmack Amendment to the Interstate Commerce Act (34 Stat. at L. 584, 595) great confusion existed in the American law on this subject. In some states a carrier was permitted to limit its liability for anything except wilful misconduct. *Zimmer v. N. Y. C. & H. R. Ry.* (1893) 137 N. Y. 460, 33 N. E. 642. In a few states carriers were expressly prohibited from limiting their liability in any way. *Southern Ry. v. Harris* (1918) 202 Ala. 263, 80 So. 101; *Head v. Pacific Express Co.* (1910) 60 Tex. Civ. App. 169, 126 S. W. 682; Ky. Const. sec. 196. But in the majority of states limitations could be made, though the carrier could not be exonerated from liability for damage due to its own negligence. *Baltimore & Ohio Ry. v. Doyle* (1906, C. C. A. 3d) 142 Fed. 669. Where such special contracts may be made, their terms, so far as valid, determine the rights of the parties, and are construed strictly against the carrier. *Michigan Cent. Ry. v. Owen* (1921) 256 U. S. 427, 41 Sup. Ct. 554; *Ross v. Maine Cent. Ry.* (1915) 114 Me. 287, 96 Atl. 223. The Carmack Amendment, in so far as interstate shipments are concerned, supersedes all state legislation. *Missouri K. & T. Ry. v. Harriman* (1913) 227 U. S. 657, 33 Sup. Ct. 397; *Adams Express Co. v. Croninger* (1913) 226 U. S. 491, 33 Sup. Ct. 148. In all of the states except New York (where a contract limiting liability for negligence is upheld) the rule is that a carrier may make a contract with the shipper limiting its liability, provided such contract does not exempt the carrier from responsibility for loss or damage arising from its own negligence or that of its servants. *Western Union Tel. Co. v. Lapenna* (1921, Ind.) 133 N. E. 144; *American Fruit Distributors of Calif. v. Hines* (1921, Calif.) 203 Pac. 821; *Southern Ry. v. Barbee & Co.* (1920) 190 Ky. 63, 226 S. W. 376; but see *Hance Bros. v. American Ry. Express Co.* (1921, Sup. Ct.) 116 Misc. 653, 190 N. Y. Supp. 530; *Jones v. Wells Fargo Co.* (1914 Sup. Ct.) 83 Misc. 508, 145 N. Y. Supp. 601. This strict rule has been nullified to all practical purposes, however, by permitting a carrier to limit the amount recoverable to an agreed valuation in case of loss or damage arising even through negligence. *Pierce Co. v. Wells Fargo & Co.* (1915) 236 U. S. 278, 35 Sup. Ct. 351; *Lusk v. Durant Nursery Co.* (1920) 77 Okla. 288, 188 Pac. 104; (1917) 26 YALE LAW JOURNAL, 611; see *Union Pacific Ry. v. Burke* (1921) 255 U. S. 317, 41 Sup. Ct. 283. Thus in so far as their power to impose limitations on their common-law liability is concerned, American and English carriers are governed by substantially similar rules. In the principal case the court refused to construe "misconveyance," and held that there was no misdelivery or delay within the meaning of the contract. It is not clearly appreciable how the doctrine of strict construction of